

AGREEMENT

between

The Englewood Cliffs Board of Education

and

The Englewood Cliffs Education Association

School Years

2010-2011

2011-2012

and

2012-2013

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**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, the Board of Education of Englewood Cliffs, New Jersey, (hereinafter referred to as the "Board") and the Englewood Cliffs Education Association (hereinafter referred to as the "Association") have, in good faith, negotiated pursuant to Chapter 123, Public Laws of 1974, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in the Agreement, it is hereby

**AGREED**, as follows:

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment under Chapter 123, Public Laws of 1974, for all full-time and regular part-time certificated personnel whether under contract or on leave employed by the Board and who comprise the bargaining unit as follows:
1. Regular and special teachers
  2. Media Specialist
  3. Nurses
  4. Guidance Counselors
  5. Teacher Aides
  6. Resource Teachers
  7. School Psychologist (including Child Study Team members)
  8. School Secretaries (excluding Board Office Personnel)
  9. Custodians
- B. The following Articles of this Agreement shall be applicable to teacher aides: Articles 2, 3, 4, 5, 6, 7(D) 10, 11, 12(A, B and C) 13, 14(A and C) 17 (B, C), 18 (C, D, E), 19, 20, 21,

22(C, D, E, F, G and H), 23, 24, 25, 26, 28 and 30. All other Articles and Sections thereof shall not be applicable.

- C. The following Articles of the Agreement shall be applicable to custodians: Articles 2, 3, 4 (A-G), 5, 13, 17 (B, C), 20, 21 (A1, 3, 4, B), 23, 24, 25, 26, 29 and 30.
- D. The following Articles of the Agreement to which the document is an Amendment shall be applicable to school secretaries. Articles 2, 3, 4, 5, 13, 17 (B, C), 18, C, D, 20, 21 (A1, A3, A4, A4a, B); 23, 24, 25, 26, 27, 28 and 30.
- E. Unless otherwise indicated, the term "teachers" when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.
- F. All other individuals employed by the Board not specifically enumerated herein are excluded from the bargaining unit.

**ARTICLE 2**  
**SUCCESSOR AGREEMENT**

- A. 1. It is agreed that all employees covered by this Agreement in accordance with Article 1, "Recognition" shall have all the rights granted to employees under Chapter 123, Public Laws of 1974. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, public Laws of 1974, in good faith effort to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the aforementioned statute. Any agreement so negotiated shall apply to all persons in the negotiation's unit as set forth and defined in Article 1, Section A. The Association shall notify the Board in writing when the Agreement has been ratified by its membership. The Agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association.
- 2. The Association shall submit its total contract proposals to the Board through the Office of the Superintendent of Schools not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.

3. The Board shall submit its total contract proposals to the Association not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.
  4. No new proposals shall be introduced by either party after November 15 unless by mutual agreement.
  5. In the event that the parties have not achieved a mutually satisfactory agreement by December 1 of the calendar year in which this Agreement expires, the parties will file a joint request in writing for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 123, Public Laws of 1974. The aforementioned date may be extended by mutual agreement of both parties.
- B. Both parties agree to make available all public information when requested.
- C. It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and in the event either of the parties do not receive authorization to execute the Agreement negotiated by the members of the negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.
- D. All negotiations sessions between the parties shall be scheduled to take place when the teachers involved are free from assigned instructional responsibilities. In the event it is mutually agreed to schedule a negotiations session(s) during working hours, no teacher shall suffer any loss in regular pay as a result of participating in such session(s).
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is a claim by a teacher or the Association based upon an alleged misinterpretation, misapplication, or violation of this Agreement, or of any Board policy or administrative decisions affecting a teacher or group of teachers.

The term "grievance" and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of the failure or the refusal of the Board to renew the contract of a non-tenure teacher.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose - The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

D. Procedure - Individual Grievance Procedure - The Board and the Association agree that each teacher shall be assured that no reprisals of any kind shall be taken by any person by reason of the processing of his grievance. Each individual shall have the right to be represented at all stages of the grievance procedure by a designated representative of the Association or another person of his own choice or nobody. Provided, however, that he shall not be represented by an attorney until the final step of the grievance procedure and further that he may not be represented by an official representative or an officer of any teacher organization other than the Association. Provided, still further, that if the teacher decides not to be

represented by the Association, the Association shall have the right to be present at Levels Two, Three and Four to state their views with respect to the grievance.

1. Level One - A teacher with a grievance shall first discuss it with his immediate supervisor with the objective of resolving the matter informally. Any grievance must be presented within thirty (30) calendar days after it first comes to the attention of the aggrieved person or persons or when he reasonably should have known or else such grievance shall be deemed waived.
2. Level Two - If the aggrieved person or persons is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Superintendent's office within (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.
3. Level Three - If the aggrieved person or person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Board within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. The Board shall have until five (5) school days after its next regularly scheduled meeting to act or fail to act upon the grievance.
4. Level Four - Arbitrable Grievances
  - a). If the grievance is arbitrable - pertains to an alleged misinterpretation, misapplication or violation of this Agreement - and the aggrieved person or persons are not satisfied with the disposition of his grievance at level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance has merit, it may submit the grievance to P.E.R.C. for



advisory arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

- b) The advisory arbitrator, upon his turn to hear an arbitrable grievance, shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The advisory arbitrator's opinion shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted and cannot be on a default hearing. The opinion of the advisory arbitrator shall be of an advisory nature and shall not be binding upon either party. It is understood that the arbitrator is empowered to examine past practices affecting terms and conditions of employment, and that said practices may serve as a basis for any decisions made by the arbitrator. Any costs arising out of advisory arbitration shall be borne equally between the parties.

5. Level Four - Non-Arbitrable Grievances

- a) If the grievance is non-arbitrable - pertains to an alleged misinterpretation, misapplication or violation of any Board policy or administrative decisions - and the aggrieved person or persons is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance, hold a hearing with the employee, if requested, at a time set by the Board and render a decision in writing within thirty (30) school days from the time of the hearing, or, if no hearing,

thirty (30) school days from the time the Board received the grievance.

E. Miscellaneous

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and appropriately distributed so as to facilitate operation of the grievance procedure.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article, except where mandated under the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.
3. During the pendency of a grievance, the aggrieved party shall continue performing his professional duties under the directions of the Superintendent and administrators until such grievance is finally determined.
4. Any teacher who is suspended shall be reinstated with retroactive pay unless within seven (7) school days formal charges are brought.
5. Year-end Grievances - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

**ARTICLE 4  
TEACHERS' RIGHTS**

- A. In addition to those rights set forth in this Article, the teacher shall also enjoy all rights provided per law - reference Chapter 34:13A-5.3.
- B. The Association agrees to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, national origin, sex or marital status and to represent equally all teachers without regard to

membership or participation in, or association with activities of any employee organizations.

- C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, national origin, sex, marital status or membership or participation in, or association with, the activities of any employee organization.
- D. No teacher shall be prohibited from wearing pins or other reasonable identification of membership in the Association.
- E. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview provided that if such person is an attorney the Board shall receive three (3) days notice.
- F.
  - 1. Any question of a critical nature or criticism by a supervisor, administrator, or Board member of teachers as individuals and their instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
  - 2. Any question of a critical nature or criticism by a member of the bargaining unit or agent of an administrator, supervisor, or Board members as individuals shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- G. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey laws, regulations, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- H. No grade given by a teacher shall be changed without prior conference being held between the teacher and the parent of the child involved and also the teacher and his or her principal.

**ARTICLE 5  
ASSOCIATION RIGHTS**

- A. The Association shall be permitted to transact its business on school property at reasonable times, provided that the principal is notified and that this shall not interfere with or interrupt normal school operations.
- B. Representatives of the Association shall be permitted to use school buildings at reasonable after school hours for meetings. Prior approval of such meetings shall be obtained from the principal of the school. Such approval shall not be unreasonably withheld.
- C. The Association shall have the right to use school mail boxes and computer technology for mass distribution of material. The principal shall be notified at the time of the mass distribution of such materials and shall receive copies of all material so distributed. The placing of such material shall be the responsibility of the Association.
- D. The Association shall have its own bulletin board in each school for the posting of its material and this bulletin board shall be placed wherever possible in the teacher's lounge.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

**ARTICLE 6  
TEACHER'S WORK YEAR**

- A. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed 185 instructional days with two (2) additional snow days included in the calendar for a total of 187 days. Any unused snow days to a maximum of two (2) shall be eliminated from the calendar.
- B. The school calendar shall be established each year for the term of this Agreement. The Association shall have the right to submit its recommendations with respect to the school calendar to the Superintendent, with copy to the Board, no later than March 15th. The Board in establishing a school calendar shall give full consideration to the Association's recommendations.

- C. Changes in the school calendar shall be made only after consultation with the Association. The Board in establishing changes shall give full consideration to the Association's recommendations.
- D. Eleven month employees shall receive a 10% salary adjustment, one (1) additional sick day and be required to work twenty (20) additional days.
- E. The school calendar shall provide for a minimum day the day before Thanksgiving for students and staff and a minimum day for students on the last day of school.

**ARTICLE 7**  
**TEACHING HOURS AND TEACHING LOAD**

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall utilize the electronic card system as their method of signing in and out whenever present or absent from the building.
- 2. It is understood and agreed that all teaching staff members assigned to grades 3-8 shall have a workday not to exceed seven (7) hours and fifteen (15) minutes and six (6) hours and thirty-five (35) minutes for those teaching staff members assigned to the Kindergarten through grade 2. This shall include a duty free lunch period. Provided, however, that the building principal shall have the right to establish for emergency purposes a back-up lunch period schedule for teachers. To provide for greater consistency in the lunchroom program, the training of aides shall be the responsibility of the building principal who in the exercise of such responsibility may require the assistance of teachers. Teachers who volunteer to perform lunch/recess supervision shall perform such duties and shall be compensated at an amount to be determined by the Board. In the absence of volunteers, the Board shall assign teachers to perform lunch/recess supervision at the negotiated rate.
- 3. a) Teachers not scheduled for back-up duty or supervisory lunch/recess duty may leave their assigned building during their duty free lunch periods after signing out without requesting permission. The parties agree that the information regarding the entry and exit times of teaching staff members obtained from the electronic card system may

not be used as a comparative method of evaluating teacher performance, but may be used by the administration in addressing issues with respect to teachers who are either routinely late or are absent for excessive periods of time.

- b) Within each regular school day (as defined in Sec. A-2 in Article 7), it shall be the duty of each teacher to spend his or her available time, excluding assigned teaching classes, prep period, and lunch period, to work to confer with individual children and/or small groups of children for the purpose of counseling, tutoring or assisting children in connection with their academic matters unless assigned to other duties by the administration.
- 4. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day, and shall be permitted, unless otherwise provided, to leave ten (10) minutes after the close of the pupil's school day.
- B.
    - 1. Unless not feasible, the daily teaching load in all grades should not exceed fifteen hundred and fifty (1550) minutes of pupil contact per week.. Assignments to a supervised study period or non-compensated extra curricular activity during the school hours shall be considered a teaching period for the purpose of this Article.
    - 2. Seventh and eighth grade teachers shall not normally be required to teach more than two (2) subject areas nor have more than a total of two (2) teaching preparations. Should it become necessary to teach more than two (2) subject areas or have more than two (2) teaching preparations, every effort shall be made to limit the teaching load to not more than five (5) periods of pupil contact.
    - 3. The Board and the Association recognize that the teacher is most effective when not required to change subject area teaching stations. Every attempt shall be made to minimize the number of teaching station changes for all teachers.
- C.
    - 1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending building faculty

meetings. Such meetings, except when situations arise which require additional faculty attention, should not number more than two (2) each month and should not exceed one and a quarter hours in duration. However, seven (7) times per year, the second meeting/workshop of the month may be extended until 5:05 p.m. Every effort shall be made not to schedule such extended meetings in September, December or June in cooperation with the Association. Meetings should begin no later than ten (10) minutes after student dismissal.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school.
  3. By September 30 of each school year the building principal will publish and distribute to the faculty an evening assignment roster requiring those faculty members so assigned to provide supervisory attendance for a maximum of four (4) assignments per school year per teacher. Nothing herein contained shall in any way intrude upon or diminish parent-teacher conferences otherwise provided for in this Agreement or in accordance with Board policy.
  4. In the event the Superintendent holds afternoon teacher workshops, student dismissal shall be no later than 12:50 p.m. Sessions shall begin at 1:50 p.m. and terminate no later than 4:00 p.m. The Teacher-Administration Liaison Committee shall make recommendations regarding the scope of said workshops.
- D. The practice of using a regular teacher or teacher aide as a substitute for a period thereby depriving him of his preparation period will not be encouraged. The Board agrees to maintain at all times an adequate list of substitute teachers and teacher aides who shall be provided with appropriate orientation and training to help them instruct the classes they cover. Where it becomes necessary to use a regular teacher or teacher aide as a substitute, it is agreed that teachers will undertake the first two (2) class coverage periods in any year at no cost to the Board. Thereafter, regular teachers who are required to substitute shall be compensated at a rate of twenty-five dollars (\$25.00) per class covered, but said compensation will only be payable if the class coverage assignment results in the teacher not having a preparation period that day. Teacher Aides who are required to substitute

shall be compensated at a rate of twelve dollars and fifty cents (\$12.50) per class covered.

- E. Teaching participation in extra-curricular period activities which extend beyond the regularly scheduled in-school work day shall be voluntary. Additional compensation shall be as set forth in Article 14 of this Agreement.
- F. Each grade level which has as a part of its curriculum, an extended overnight field trip shall be accompanied by teachers in adequate numbers to guarantee reasonable safety. At least two (2) of the faculty members, one (1) male and one (1) female, shall be from that grade level. Additional volunteers shall be sought from the faculty to complete the roster. However, if none is forthcoming, the administration shall assign the number needed from the faculty by February 1.

#### **ARTICLE 8 SPECIALISTS**

The Board and the Association recognize that the operation of an effective educational program includes the teaching of special subjects such as Art, Music, Physical Education, Reading, Foreign Language, Home Economics, English as a Second Language ("ESL") and Design Application and Technology, and the offering of special services in fields such as Guidance, Health, Library, Speech, Special Education, and Psychology, all requiring the use of specially trained personnel.

#### **ARTICLE 9 CLASS SIZE**

The Board and the Association recognize that class size has an impact on the learning experiences of children. They shall endeavor insofar as possible to maintain class sizes which are conducive to improving the educational experience and which are consistent with recommendations of the State Department of Education.

#### **ARTICLE 10 NON-TEACHING DUTIES**

- A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized in that direction. The Board and the Association recognize that teacher aides are useful and necessary to implement this principle.



- B. The Board shall employ full-time aides to assist in instruction under the supervision of a qualified teacher and to perform non-teaching duties for the teacher.
- C. The salaries of all teacher aides covered by this Agreement are set forth in the salary schedules for the 2010-2011, 2011-2012 and 2012-2013 school years which are attached hereto and made a part hereof.
- D. Teachers shall not be required to drive students. No teacher shall transport children in his private vehicle for school purposes without having received prior permission from the building principal or his designee.
- E. Aides assigned to bus duty shall be compensated at ten dollars (\$10.00) per trip. Volunteers shall be used whenever possible, and if volunteers are unavailable, then aides will be assigned to such duty on an equitable (non-arbitrary) basis. One (1) aide shall be assigned per bus.

**ARTICLE 11**  
**TEACHER EMPLOYMENT**

- A.
  - 1. The Board agrees that in the event it hires teachers holding provisional certificates issued by the New Jersey State Board of Examiners for teaching assignment, it will condition continued employment after initial hiring on the teacher's obtaining a standard certificate from the New Jersey State Board of Examiners.
  - 2. The Superintendent, upon employment of new teachers, shall notify the Association president in writing of the names and addresses of said new teachers.
- B.
  - 1. Each teacher shall be placed on his proper step of the salary schedule in accordance with paragraph two below. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
  - 2. Whenever a person shall accept employment in the District his initial place on the salary schedule shall be at such a point up to Step 10 as may be agreed upon by the member and the Board. Additional credit not to exceed four (4) years in military experience or alternative civilian service required by Selective Service System shall be given upon initial employment. Credit not to exceed two

(2) years for Peace Corps, VISTA, or National Teacher Corps work, or time spent on a Fulbright Scholarship may be given upon initial employment.

- C. Previously accumulated, unused sick leave days in this District shall be restored to all teachers who separated from the District as a result of a reduction in force.
- D. Teachers who have been employed from the previous September, shall be notified of their contract and salary status for the ensuing year no later than the statutorily required date.

**ARTICLE 12**  
**SALARIES**

- A. Salary schedule - The salaries of all teachers covered by this Agreement are set forth in the Salary schedules for the 2010-2011, 2011-2012 and 2012-2013 school years, which are attached hereto and made a part hereof. However, in determining a teacher's salary for any year, the guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned Board policy does not incorporate that policy by reference or make it part of this Agreement. Guide computations shall have no precedential effect in future negotiations.
- B. Method of Payment
  - 1. Teachers employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.
  - 2. Teachers may individually elect to have a dollar portion of their monthly salary deducted from their pay and deposited in a savings account in their names in a bank customarily utilized by the Board.
  - 3. Teachers shall receive their final checks on the last working day of the school year.
- C. N.J.E.A. Convention Stipend for school years 2010-2011, 2011-2012 and 2012-2013 only - the Board shall pay a thirty dollar (\$30.00) daily stipend to staff members who attend the NJEA Convention in Atlantic City.
- D. Tuition Refunds, Graduate Study for school years 2010-2011, 2011-2012 and 2012-2013 only - Tenured teaching staff members shall be eligible for reimbursement from the Board of up to

seventy-five percent (75%) of the cost of tuition for graduate study at the prevailing Rutgers University graduate credit fee, to a maximum of twenty thousand dollars (\$20,000.00). Tenured out-of-state teaching staff members who pay higher New Jersey tuition rates shall be reimbursed to a maximum of seventy-five percent (75%) of the Rutgers University out-of-state graduate credit fee, subject to and included within the same tuition cap limit above as all other teaching staff members. A maximum of twelve (12) credit hours per school year (July 1 - June 30) will be approved under this paragraph. All reimbursements will be paid out at the end of each semester, with ten thousand dollars (\$10,000.00) or fifty percent (50%) of the total cap limit being designated for reimbursement of courses taken during the Fall semester and the remaining ten thousand dollars (\$10,000.00) or fifty percent (50%) of the total cap limit being designated for courses taken during the Spring semester. If the total amount of requests for reimbursement exceeds the cap limit, then the funds will be prorated on a per semester basis according to the amount of credits taken. The remainder of any unused portion of the cap limit for the Fall semester of any given year may be added to that year's limit for the Spring semester in the event requests for reimbursement for the Fall semester fail to meet the ten thousand dollar (\$10,000.00) limit, provided that the Board shall not pay more than the twenty thousand dollar (\$20,000.00) total tuition reimbursement cap in any given year.

- E. The following procedures shall be followed by any teacher applying for a tuition refund.
1. At time of registration for a graduate course, submit to the Central Office in duplicate, the form Tuition Stipend - Advance Course Approval. This form will be subject to approval by the Superintendent and one (1) copy returned to the teachers.
  2. Upon completion of the course, and receiving a grade of "B" or better, the teacher will present to the Central Office a School District Voucher listing the course(s) and the amount of money to be refunded, a bill from the institution which verified the cost of the course(s), and a transcript which testifies to the successful completion of the course(s) and receipt of a grade of "B" or better for each course(s). Such refunds are available only for those courses which are beyond the undergraduate level and which are in excess of the course work needed for certification.

- F. If a teacher voluntarily separates from the District, the teacher will reimburse the District for tuition costs paid for the previous school year only. Said reimbursements will be deducted from the individual's final salary payments.

### ARTICLE 13

#### HEALTH, DENTAL AND DISABILITY INSURANCE BENEFITS

- A. The Board shall assume full payment of premiums for teachers in the School Employees' Health Benefits Plan provided by the Board, subject to the contributions the teacher is required to make pursuant to N.J.S.A. 18A:16-17. Said contributions shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule established by the Board. The plan provided by the Board shall enable reimbursement for prescription claims eligible under major medical.
- B. The Board shall pay one hundred percent (100%) of the premium costs for family membership in a plan equal to the State Health Benefits Plans.
- C. The Board shall pay the full cost of premiums for incoming insurance protection as now in force with benefits of:
- a) Two-thirds of salary from termination of sick leave benefits or after ninety (90) days, whichever occurs later, for (1) accident disability to the employee's 65th birthday, and (2) illness disability for 60 months, but not later than the employee's 65th birthday as described in the effective contract agreement between the Board and the covering company.
- D. The Board shall make available to each teacher copies of the health care insurance booklets as provided by the covering companies.
- E. The Board shall pay full cost of the Dental Plan now in effect to include a \$100 deductible for the present coverage for the duration of this Agreement.
- F. A Section 125 benefits waiver plan will be made available to any employee who desires to waive their medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their

insurance coverage or to waive their right to coverage. In consideration of the employee filing a waiver, the Board may pay to the employee annually an amount, to be established in the sole discretion of the Board, which shall not exceed twenty-five percent (25%) or five thousand dollars (\$5,000), whichever is less, of the amount saved by the Board because of the employee's waiver of coverage. The annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every during the School Employees' Health Benefit Program's October open enrollment period (with changes effective on January 1), or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

**ARTICLE 14**  
**ADDITIONAL COMPENSATION**

- A. Salaries: All regular camp and trip staff members from the faculty, including teacher aides employed in this capacity, shall receive an additional sum of \$125 per day when performing such activities in recognition of the added supervisory responsibility entailed in their special activities when those trips extend beyond the school day. With regard to extended (overnight) trips, staff members shall receive \$150 per day performing such services, while the extended trip director shall receive \$550 for his or her duties.
- B. Director's Salaries: Directors shall receive additional salary of \$550 for their services in planning, coordinating and directing these activities.
- C. Outdoor Education: Each member of the outdoor education staff, including teacher aides employed in this capacity, shall be reimbursed \$29 toward costs of cleaning and repairing personal belongings.
- D. The Board shall provide up to four (4) full days per year of released time to the office of President of the Association to perform his functions, provided, however, that three (3) days' notice shall be given, where feasible.
- E. Summer curriculum assignments shall be compensated at a per diem rate of \$180 based upon a five (5) hour day, or \$36 per hour for any partial day worked.

- F. Teachers in Charge: The teacher in charge of the Upper School shall receive additional salary of \$2,333. The teacher in charge of the North Cliff School shall receive additional salary of \$5,010.
- G. Club Advisors: Club advisors shall receive additional salary of \$571 for his or her services in this capacity.
- H. Coaches: Coaches shall receive additional salary of \$900 for his or her services in this capacity.
- I. Peer advisors: Peer advisors shall receive additional salary of \$900 for his or her services in this capacity.
- J. Special Education Chair: The Special Education Chair shall receive additional salary of \$5,250 for his or her services in this capacity.
- K. Child Study Team Members: A child study team member that performs an evaluation of a high school student and/or must act as a case manager for a high school student shall receive additional salary of \$210 for his or her services in this capacity.
- L. Coordinator of Instructional Technology: The coordinator shall receive additional salary of \$3,000.00 for his or her services in this capacity.
- M. School District Webmaster: The webmaster shall receive additional salary of \$3,600.00 for his or her services in this capacity.

**ARTICLE 15  
EMPLOYEE ASSIGNMENT**

- A. All employees shall be given tentative notice of their class, building, and subject assignment, no later than May 15<sup>th</sup>, and the employee affected shall be notified promptly in writing.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed at the prevailing N.J.O.M.B. rate. Such reimbursement shall be made once a month.
- C. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be

required to engage in an unreasonable amount of inter-school travel.

- D. Teachers shall be required to teach only in areas for which they hold a standard (permanent) teaching certificate issued by the New Jersey Board of Examiners.

#### ARTICLE 16

#### VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

##### A. Voluntary Transfers and Reassignments

1. All vacancies shall be posted in all school buildings as they occur.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools to which he desires to be transferred in order of preference in the event a vacancy is posted after March 1st, teachers shall have fifteen (15) school days from the date of posting to file if they had not already done so.
3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

##### B. Involuntary Transfers and Reassignments

1. Prior to any notice of involuntary transfer or reassignment the building principal shall discuss the anticipated transfer or reassignment with the teacher involved for the purpose of giving the principal the opportunity to explain the reason(s) for the anticipated transfer or reassignment, and to give the teacher the opportunity to react.
2. In the event that a teacher objects to a transfer or reassignment, upon the request of the teacher, the Superintendent will meet with him to discuss the matter.
  - a) The decision of the Superintendent shall, however, be final and not subject to the grievance procedure.

3. Involuntary transfers shall be utilized only when no voluntary transfers, as set forth in paragraph A above, can effectuate the necessary staffing change.
4. The procedural steps mandated by this Article shall be subject to the grievance procedure.

**ARTICLE 17**  
**TEACHER EVALUATION AND FILES**

- A. While the responsibility for teacher evaluation rests with the school administration, the following minimum criteria will be included in all evaluations:
  1. A completed copy of each observation report will be given to each teacher observed after the conference on said observation.
  2. The teacher will be asked to initial all copies of said observation report as an acknowledgement of receipt.
  3. The teacher will have the right to add any information he deems pertinent to the aforementioned observation report.
  4. The completed observation report shall contain sections on teacher strengths and weaknesses as well as recommendations for improvement.
- B. Teachers shall have the right to review their files.
- C. No material derogatory to a teacher's conduct, service character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

**ARTICLE 18**  
**TEACHER FACILITIES**

- A. The Board recognizes the teacher's needs for certain materials, equipment, and facilities in support of teaching performance and agrees to exercise its best efforts in continuing to provide them.



- B. The Board shall provide gym uniforms for physical education teachers, smocks for art and home economic teachers, lab coats for laboratory science, and shop coats for industrial arts teachers and design application and technology teachers, subject to prior approval by the Superintendent as to cost.
- C. The Board shall maintain a 24 hour a day answering service to which teachers and aides shall report unavailability for work.
- D. The Board shall provide in each school an appropriately furnished and air conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
- E. A private pay telephone shall be made available in each school for the exclusive use of teachers. The Board shall incur all installation and maintenance expenses.

**ARTICLE 19**  
**TEACHER ADMINISTRATION LIAISON**

- A. The Board and the Association recognizes that good communications between teachers and administration is necessary for the effective operation of the schools and the strengthening of the education program through recommendations, research and implementation. A teacher-administration liaison committee shall be established for the purposes of meeting the aforementioned needs. The Association shall select five (5) teacher representatives on this committee to meet with the Superintendent and/or his designees at least once a month.
- B. The Association shall select a Building Level Faculty Committee for each school building which shall meet with the principal at least once a month outside of normal school hours to discuss such items of relevance as may be mutually agreed upon. Such meetings are not to be considered as faculty meetings. The committee shall consist of not more than one (1) member for every ten (10) teachers or major fraction thereof in the school building.

**ARTICLE 20**  
**SICK LEAVE**

- A. Teachers under contract at the beginning of the school year shall be entitled to ten (10) sick leave days during that year. Sick leave for teachers whose contracts commence after the start of the school year shall be pro-rated.
- B. Teachers shall be given a written accounting of accumulative sick leave days no later than September 30th of each school year.
- C. Unused Sick Leave: In order to encourage attendance by staff members, thereby discouraging absenteeism, and to reward those who have maintained good attendance records, the Board and Association agree to make certain non-salary reduction contributions to a 403(b) Plan for certain member employees upon separation from the District as follows:
1. Staff members other than custodians, secretaries, and aides hired on or before July 1, 2010, who intend to separate from service under the provisions of this Article, must have a minimum of twenty (20) years of service in the District. Custodians, secretaries, and aides hired on or before July 1, 2010 who intend to separate from service under the provisions of this Article, must have a minimum of ten (10) years of service in the District (for a maximum payout of \$12,500) or twenty (20) years of service in the District (for a maximum payout of \$25,000).
  2. Staff members hired on or before July 1, 2010 who separate from service under the provisions of this Article with twenty (20) or more years of service in the District, and who give notice in the manner hereafter prescribed, will be entitled to payment in an amount equal to 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$25,000, deposited by the Board into an available 403(b) Plan. Custodians, secretaries, and aides hired on or before July 1, 2010 who separate from service under the provisions of this Article with ten (10) or more years, but less than twenty (20) years, of service in the District, and who give notice in the manner hereafter prescribed, will be entitled to

payment in an amount equal to 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$12,500, deposited by the Board into an available 403(b) Plan.

3. To be eligible to receive such contributions, an employee must give notice to the Board of his or her intention to resign by December 1 of the school year in which the employee intends to resign.
4. Notwithstanding the provisions of subsections C.1. and C.2. above, all employees hired after July 1, 2010, regardless of position, who separate from service under the provisions of this Article, will be entitled to payment of 1/200 (for ten (10) month employees) or 1/260 (for twelve (12) month employees) of their annual contract salary amount for each accrued and unused sick day as of June 30<sup>th</sup> of their final year in the District, to a maximum payout of \$15,000. All such employees must have a minimum of twenty (20) years of service in the District.
5. Any non-elective, non-salary reduction contributions made pursuant to Section C of this Article shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service.
6. The schedule of any non-elective, non-salary reduction contributions made pursuant to Section C of this Article shall be determined by the Board at the time of the member employee's resignation from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's resignation from the District.

D. Sick Leave Bank

1. The Sick Leave Bank will be operated by Trustees made up of officers of the Association.
2. Any Association member may voluntarily join the Bank who is willing to contribute two (2) of his/her personal sick days to the Bank during the enrollment period to be determined by the Trustees from time to time when the

Trustees determine the Bank so requires. Said enrollment period shall be from September 1 to September 30 of any school year. New Association members must apply within thirty (30) days of initial employment.

3. Withdrawal from participation in the Bank may be done in writing at any time after donation. Said individual may not withdraw his/her donated sick days.
4. Individuals may withdraw Bank days from the Bank only after all personal sick days have been used and withdrawal is authorized by the Trustees of the Association and approved by the Board.
5. Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Trustees.
6. Beginning each school year, an individual unable to return to active duty that is entitled to annual sick leave must draw from his/her annual sick leave accumulation before reapplying to the Bank.
7. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
8. If, in the judgment of the Trustees, the employee qualifies, the Trustees shall submit the request to the Board. If the Board agrees with the Trustees, the Board will arrange payment to the employee. If the Board rejects the request, the Board will notify the Trustees of the Bank.
9. A contributor will be entitled to withdraw up to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18:30-6 will apply when Sick Leave Bank days have been exhausted.
10. Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.
11. The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by

a court or agency of competent jurisdiction or subject to the grievance procedure of the Agreement.

12. The cost of the substitute or the estimated cost of the substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/200th of the annual salary.
13. The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.

**ARTICLE 21**  
**TEMPORARY LEAVES OF ABSENCE**

- A. Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay:
1. Three (3) days leave of absence for personal leave such as: (1) legal, (2) business, (3) household or (4) family matters that require absence during school hours. A written application for such leave shall state the specific reason, in writing, on three (3) days notice and be submitted to the building principal for his consideration, which shall not be unreasonably withheld. In the case of an emergency, application shall be made immediately preceding or following said leaves. A refusal by the principal shall be accompanied by an explanation. In the case where a staff member feels that the reason complies with all of the above conditions, but is too personal, he/she shall so state in writing and the leave shall be granted. No more than one (1) day per year, per teacher, may be granted in this manner.
  2. Three (3) days leave of absence for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the Superintendent. Applications for such leave shall be made at least ten (10) days in advance to the Superintendent.
  3. Up to five (5) days at any one time in the event of a death of a teacher's spouse, child, parent, grandparent, brother, sister, parents-in-law, or any other member of the immediate household.

4. Up to a total of five (5) days at any one year in the event of serious illness of a teacher's spouse, child, parent, grandparent, brother, sister, parents-in-law, or any other member of the immediate household.

a) In connection with subsection (4) above, a physician's certificate shall be furnished for any such absence of more than one (1) day in duration. The Superintendent may, however, require a physician's certificate for all absences under subsection (4).

B. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

**ARTICLE 22**  
**EXTENDED LEAVES OF ABSENCE**

A. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps, or service as an exchange teacher or overseas teacher, and is a full time participant in either of such programs or accepts a Board approved scholarship grant.

B. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. Maternity Leave - All pregnant teachers may apply for a leave of absence beginning in the school year during which the child will be born plus up to one (1) additional year, both without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

a) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

b) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c) Exact dates of the leave will be arranged, if possible, before the beginning of the school year

and such dates shall be so defined as to be of least disruption to the welfare of the pupils.

- d) A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from her maternity leave.
2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause.
- a) However, the leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
  - b) If a tenured teacher wishes to return after the school year, she may do so on September 1st of the year following the year in which she left provided she notifies the Board on or before the preceding March 1st.
3. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
4. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
- a) The Board has found that her teaching performance has noticeably declined.
  - b) The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
  - c) Any other just cause.
5. A teacher on tenure adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

- D. A leave of absence without pay of up to one (1) year after tenure shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- E. Upon return from leave pursuant to Sections A of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C, or D of this Article. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for in writing. Such grants if made shall be in writing.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H. Teaching staff members are prohibited from employment with other school districts or educational institutions during any period of leave, unless expressly approved by the Board.

#### **ARTICLE 23**

##### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which the administration requires a teacher to take.

#### **ARTICLE 24**

##### **DEDUCTION FROM SALARY FOR PROFESSIONAL DUES**

The Board agrees to make deductions from the salaries of its teachers and to transmit the same as may be prescribed in Chapter 310 and under the rules established by the State Department of Education.



**ARTICLE 25**  
**MISCELLANEOUS PROVISIONS**

- A. The parties agree that there shall be no discrimination and that all practices, procedures and policies of both parties shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full-force and effect.
- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.
- D. In the event that any provision of this Agreement is breached, by either party, the aggrieved party while seeking relief, shall continue to comply with the provision of this Agreement.
1. Should either party hereto waive, at any time, its rights as set forth in any provision of this Agreement, such waiver shall not be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any other provision of this Agreement.
- E. Copies of this Agreement shall be provided to all teachers at the joint expense of the Board and the Association.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or otherwise in writing at the following addresses:
1. If by the Association to the Board at the Upper School, Charlotte Place, Englewood Cliffs.

2. If by the Board to the Association at the address of the Association President.
- G. Children of staff members shall be permitted to attend schools in the Englewood Cliffs School District tuition free in accordance with current Board policy/contract regarding tuition paying students.

**ARTICLE 26**  
**FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. By mutual agreement, the parties may negotiate over any matter during the lifetime of this Agreement.

**ARTICLE 27**  
**SECRETARIES' PROVISIONS**

A. Secretarial Work Hours

1. The in-school work day shall consist of seven (7) hours exclusive of a lunch period.
2. The lunch period will be set in each school by the building administrator in consultation with the employee.

B. Secretarial Holidays

1. School holidays shall be defined as those days when school is closed for the purpose of the celebration of a particular event.
2. Ten-month secretaries shall only be entitled to those school holidays and recesses (school vacations) as set forth in the school calendar. On N.J.E.A. convention days, secretaries shall be entitled to attend the convention in accordance with current practice, provided a certification of attendance is furnished to the Superintendent.

C. Secretarial Vacations

Twelve-month secretaries hired on or before July 1, 2010 shall be entitled to continue to receive vacations in accordance with the practice then in effect. Twelve-month secretaries hired after July 1, 2010 shall only be entitled to receive vacations in accordance with the provisions of paragraph 27.C.1 of this Article and shall receive no other vacation time.

1. Twelve-month secretaries shall be entitled to vacations in accordance with the following schedule:

<u>Years of Service in</u> <u>E.C.</u>	<u>Twelve Month Employees</u>
1 through 5 years	2 weeks
6 through 10 years	3 weeks
10 or more years	One additional day for each year to a maximum of one additional week

\* Ten-month employees shall not be entitled to any vacations except those set forth in paragraph 27.B.2 of this Article.

2. Scheduling of vacations shall be at the mutual convenience of the building administrator and the secretary involved within the parameters of the following guidelines:
  - a) For twelve-month secretaries who are entitled to three or more weeks of vacation, one week must be taken during the school recess periods.
  - b) The balance is to be taken during the summer recess. Twelve-month secretaries who are entitled to two week vacations may take both of said weeks during the summer recess.
3. Whenever a holiday falls within an employee's vacation period, the employee shall be entitled to an additional day in lieu thereof during the remaining recess periods.

D. Sick Leave

1. Secretaries employed for an entire contract shall be entitled to ten (10) sick leave days during that year.

2. Sick leave for secretaries whose contracts commence after the start of the school year shall be prorated.

E. Salary Schedule

1. The salaries of all secretaries covered by this Agreement are set forth in the Salary Schedules for the years 2010-2011, 2011-2012 and 2012-2013 only, which are attached hereto and made a part hereof. However, in determining a secretary's salary for any year, the guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned policy does not incorporate the policy by reference or make it a part of this Agreement.
2. A secretary's initial place on the salary schedule shall be at such point as may be agreed upon by the member and the Board.

**ARTICLE 28**

**SENIORITY PROVISIONS FOR AIDES/SECRETARIES**

- A. Layoff: In the event of a layoff, employees shall be released in reverse order of their seniority as Board employees. Seniority shall be defined as total employment time in the District.
- B. Recall: In the event of a subsequent vacancy, laid off employees shall be recalled to any position for which they are qualified. Said recall shall be made on the basis of the employee's previous seniority in the District.
- C. Accumulated Seniority: Seniority shall not be accumulated during the period of layoff or approved leave of absence. When members are recalled to work, they shall be restored to the appropriate salary, receiving credit for all time served in the District. All accumulated sick time and all other benefits shall be restored in their entirety upon the return of the employee.
- D. New Employees: No new employees may be hired while bargaining unit members who meet the necessary qualifications are still on layoff.

**ARTICLE 29**  
**CUSTODIANS' PROVISIONS**

A. Custodian Work Hours

The normal work day shall be eight (8) hours and twenty (20) minutes (Mon-Fri) inclusive of a thirty (30) minute duty free lunch period.

B. Overtime Rates/Call Back Time

All work beyond the normal work day as defined above shall be compensated based upon time and one-half (1.5).

C. Vacations/Holidays

1. All custodians shall be entitled to vacation time based upon the following schedule:

<u>Years of Service in</u> <u>E.C.</u>	<u>Twelve Month Employees</u>
1 through 5 years	2 weeks
6 through 10 years	3 weeks
10 or more years	4 weeks

2. Vacations shall be scheduled to coordinate with the work schedule and requirements. Requests to take vacation at a particular time shall not be arbitrarily denied.
3. All custodians shall be granted twelve (12) paid holidays per year.
4. For each of the 2010-2011, 2011-2012 and 2012-2013 school years only, custodians shall receive a percentage increase in salary as set forth in the Salary Schedule attached hereto as Schedule F and made a part hereof. However, in determining a custodian's salary for any year, the increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent in accordance with Board policy. The reference to the aforementioned policy does not incorporate the policy by reference or make it a part of this Agreement.

D. Just Cause

1. No custodial employee shall be disciplined, reprimanded or discharged without just cause.

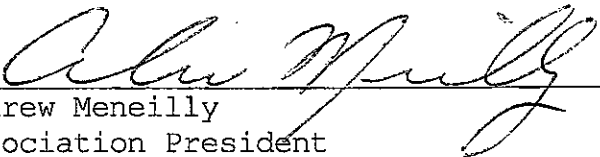
E. Clothing

1. Custodians shall be provided with uniforms and foul weather gear.

**ARTICLE 30  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

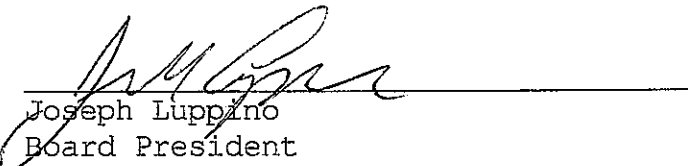
**ENGLEWOOD CLIFFS EDUCATION ASSOCIATION**

By:   
Andrew Meneilly  
Association President

By:   
Terrence J. Marsico

Date:

**ENGLEWOOD CLIFFS BOARD OF EDUCATION**

By:   
Joseph Luppino  
Board President

By:   
Mary Welfel  
Board Secretary/School Business Administrator

Date:

SCHEDULE A

ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2010-2011

Step	BA	BA+30	MA	MA+30
1	46,719	50,469	54,219	57,969
2	47,219	50,969	54,719	58,469
3	47,719	51,469	55,219	58,969
4	48,219	51,969	55,719	59,469
5	49,419	53,169	56,919	60,669
6	50,684	54,434	58,184	61,934
7	52,014	55,764	59,514	63,264
8	53,414	57,164	60,914	64,664
9	54,889	58,639	62,389	66,139
10	56,439	60,189	63,939	67,689
11	58,064	61,814	65,564	69,314
12	59,764	63,514	67,264	71,014
13	61,539	65,289	69,039	72,789
14	63,389	67,139	70,889	74,639
15	65,314	69,064	72,814	76,564
16	67,719	71,469	75,219	78,969

OG28 85,373

OG34 90,679

NOTE: Teachers shall advance across the guide from year to year in accordance with Schedule D. There shall be no step movement from the 2010-2011 school year to the 2011-2012 school year. No one else will move off-guide aside from the two (2) off-guide teachers listed above.



SCHEDULE B

**ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2011-2012**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	48,175	51,925	55,675	59,425
2	48,675	52,425	56,175	59,925
3	49,175	52,925	56,675	60,425
4	49,675	53,425	57,175	60,925
5	50,875	54,625	58,375	62,125
6	52,140	55,890	59,640	63,390
7	53,470	57,220	60,970	64,720
8	54,870	58,620	62,370	66,120
9	56,345	60,095	63,845	67,595
10	57,895	61,645	65,395	69,145
11	59,520	63,270	67,020	70,770
12	61,220	64,970	68,720	72,470
13	62,995	66,745	70,495	74,245
14	64,995	68,745	72,495	76,245
15	66,770	70,520	74,270	78,020
16	69,175	72,925	76,675	80,425
OG29	86,829			
OG35	92,135			

NOTE: Teachers shall advance across the guide from year to year in accordance with Schedule D. There shall be no step movement from the 2010-2011 school year to the 2011-2012 school year. No one else will move off-guide aside from the two (2) off-guide teachers listed above.

SCHEDULE C

**ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDE  
2012-2013**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	48,391	52,141	55,891	59,641
2	48,891	52,641	56,391	60,141
3	49,391	53,141	56,891	60,641
4	49,891	53,641	57,391	61,141
5	51,091	54,841	58,591	62,341
6	52,356	56,106	59,856	63,606
7	53,686	57,436	61,186	64,936
8	55,086	58,836	62,586	66,336
9	56,561	60,311	64,061	67,811
10	58,111	61,861	65,611	69,361
11	59,736	63,486	67,236	70,986
12	61,436	65,186	68,936	72,686
13	63,211	66,961	70,711	74,461
14	65,211	68,961	72,711	76,461
15	66,986	70,736	74,486	78,236
16	69,391	73,141	76,891	80,641
OG30	87,045			
OG36	92,351			

NOTE: Teachers shall advance across the guide from year to year in accordance with Schedule D. There shall be no step movement from the 2010-2011 school year to the 2011-2012 school year. No one else will move off-guide aside from the two (2) off-guide teachers listed above.

SCHEDULE D

**ENGLEWOOD CLIFFS TEACHERS' SALARY GUIDES**  
**Advancement / Placement Chart**  
*(Read directly across the line to track advancement/placement)*

2009-2010 Step		2010-2011 Step		2011-2012 Step		2012-2013 Step
		1	→	1	→	2
1	→	2	→	2	→	3
2	→	3	→	3	→	4
3	→	4	→	4	→	5
4	→	5	→	5	→	6
5	→	6	→	6	→	7
6	→	7	→	7	→	8
7	→	8	→	8	→	9
8	→	9	→	9	→	10
9	→	10	→	10	→	11
10	→	11	→	11	→	12
11	→	12	→	12	→	13
12	→	13	→	13	→	14
13	→	14	→	14	→	15
14	→	15	→	15	→	16
15	→	16	→	16	→	16
16	→	16	→	16	→	16

SCHEDULE E

ENGLEWOOD CLIFFS SECRETARIES'  
2010-2013 SALARY GUIDE

<u>Step</u>	<u>2010-</u> <u>2011</u>	<u>2010-</u> <u>2011</u>	<u>2011-</u> <u>2012</u>	<u>2011-</u> <u>2012</u>	<u>2012-</u> <u>2013</u>	<u>2012-</u> <u>2013</u>
	<u>10 MONTH</u>	<u>12 MONTH</u>	<u>10 MONTH</u>	<u>12 MONTH</u>	<u>10 MONTH</u>	<u>12 MONTH</u>
1	26,123	31,348	26,646	31,975	27,179	32,614
2	26,635	31,962	27,168	32,602	27,711	33,254
3	27,158	32,589	27,701	33,241	28,255	33,906
4	27,690	33,228	28,243	33,893	28,808	34,571
5	28,244	33,892	28,809	34,570	29,385	35,261
6	28,809	34,571	29,385	35,262	29,972	35,968
7	29,385	35,262	29,973	35,968	30,573	36,687
8	30,475	36,567	31,084	37,298	31,706	38,044
9	31,600	37,920	32,232	38,678	32,877	39,452
10	32,769	39,322	33,424	40,108	34,093	40,910
11	33,981	40,777	34,661	41,592	35,354	42,424
12	35,238	42,286	35,943	43,131	36,661	43,994
13	36,543	43,850	37,273	44,727	38,019	45,621

The one (1) off-guide secretary will receive a 2.01% salary increase for 2010-2011, a 2.0% salary increase for 2011-2012, and a 2.0% salary increase for 2012-2013. No one else will move off-guide in the future.

New staff hired during 2010-2011, 2011-2012, and 2012-2013 will advance one step towards maximum in each year of the Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy).

A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his/her salary rate to the new minimum.

SCHEDULE F  
**ENGLEWOOD CLIFFS CUSTODIANS'**  
**2010-2013 SALARY GUIDE**

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
<b>Minimum:</b>	32,000	33,000	34,000
<b>Maximum:</b>	49,000	50,000	51,000

Notes:

1. No custodian shall be paid at a salary rate that is below the minimum rate or above the maximum rate of the range.
2. The Board retains the right to determine the initial salary of new hires within these ranges.
3. A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his/her salary rate to the new minimum.
4. Each employee not excluded by #3 above will receive the following salary increases during the life of this Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy):

2010-2011:	2.01%
2011-2012:	2.0%
2012-2013:	2.0%

SCHEDULE G

**ENGLEWOOD CLIFFS AIDES'  
2010-2013 SALARY GUIDE**

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
<b>Minimum:</b>	27,000	27,000	28,000
<b>Maximum:</b>	39,000	40,000	41,000

Notes:

1. No aide shall be paid at a salary rate that is below the minimum rate or above the maximum rate of the range.
2. The Board retains the right to determine the initial salary of new hires within these ranges.
3. A new hire who begins work February 1 or after shall not receive a salary increase for the following year, except as may be required to increase his/her salary rate to the new minimum.
4. Each employee not excluded by #3 above will receive the following salary increases during the life of this Agreement (unless the Board has determined to withhold an employee's increment for cause pursuant to other provisions of the Agreement and/or policy):

2010-2011:	2.01%
2011-2012:	2.0%
2012-2013:	2.0%